

**TARTER KRINSKY & DROGIN LLP**

*Proposed Attorneys for Erica Itzhak*

*Debtor and Debtor-in-Possession*

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	Chapter 11
ERICA ITZHAK,	:	
	:	Case No. 24-10669 (JPM)
Debtor.	:	
	:	
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**"LAR DAN" DECLARATION OF ERICA T. YITZHAK, ESQ., P.C. WITH RESPECT  
TO PAYMENT OF THIRD-PARTY RETAINER TO TARTER KRINSKY & DROGIN  
LLP AS PROPOSED COUNSEL TO THE DEBTOR AND DEBTOR-IN-POSSESSION**

Erica T. Itzhak declares pursuant to 28 U.S.C. § 1746, as follows:

1. I am the debtor (the "Debtor") in the above referenced Chapter 11 case. I am also the sole owner of my law firm Erica T. Yitzhak Esq., P.C. (the "PC"). The PC paid the \$25,000.00 initial retainer to Tarter Krinsky & Drogin LLP ("TKD"), the proposed attorneys for the Debtor.

2. I make this declaration in support of the Debtor's application to retain TKD as the Debtor's general bankruptcy counsel.

3. The PC agreed to pay the \$25,000.00 initial retainer to TKD so I could retain counsel of my choosing which is necessary due to the complexities of my Chapter 11 case.

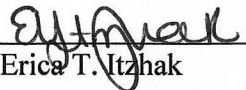
4. I, on behalf of the PC, understand the undivided loyalty of TKD is to me as the debtor-in-possession, and not to the PC.

5. The PC has no intention of asserting a claim against my bankruptcy estate for the funds the PC advanced as the initial retainer to TKD for legal fees in this case.

6. At this time there is no agreement for the PC to pay any future fees, which may be awarded by this Court, to TKD.

7. I was advised the PC could consult with counsel of its choosing in determining whether to advance the initial retainer to TKD.

Dated: New York, New York  
August 1, 2024

  
Erica T. Itzhak